IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE THOTTATHIL B.RADHAKRISHNAN

THURSDAY, THE 29TH MARCH 2007 / 8TH CHAITHRA 1929

WP(C).No. 10570 of 2007(G)

PETITIONER:

KINSHIP SERVICE (INDIA) PVT. LTD.,
PLOT NO.22 D, CAT III, SUBRAMANIAN ROAD,
W/ISLAND, COCHIN-8.

BY ADV. SRI.D.ANIL KUMAR

RESPONDENTS:

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1. COCHIN PORT TRUST, REPRESENTED BY
ITS CHAIRMAN, W/ISLAND, COCHIN-9.

2. THE BOARD OF TRUSTEES,
COCHIN PORT TRUST, REPRESENTED BY ITS SECRETARY,
PORT TRUST OFFICE, W/ISLAND, COCHIN.

3. FINANCIAL ADVISOR & CHIEF ACCOUNTS
OFFICER, COCHIN PORT TRUST, COCHIN-9.

BY ADV.SRI.A.M.SHAFFIQUE, S.C.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 29/03/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

THOTTATHIL B.RADHAKRISHNAN, J.

W.P(C).No.10570 OF 2007

Dated this the 29th day of March, 2007

JUDGMENT

Ext.P13 is a judgment inter partis, whereby, it was noticed by this Court that all that remains between the parties is an accounting as to whether the petitioner, who had occupied different areas within the Cochin Port Trust, had paid the entire amounts due as rent or whether amounts were outstanding. The learned Judge, issuing Ext.P13 judgment, noticed that the controversy revolved on as to whether 40% of the entire amount were collected or whether what has been collected is in excess thereof since it appears that at one point of time, the parties were governed by certain interlocutory orders in a proceedings that led ultimately to Ext.P1 judgment by the Division Bench.

2. The Post Trust has now issued the impugned Ext.P16 showing the actual amounts due for the occupation of each premises for the period of occupation and amounts actually

collected as against the total receivables. Thus the Port Trust has concluded that the total balance due from the petitioner is as reflected in Ext.P16. The Port Trust has not charged any amount by way of interest or further accruing incidentals, but has demanded only the amounts due as lease amount. Under such circumstances, I do not find any legal infirmity or jurisdictional error in the issuance of Ext.P16. I also did not find any contradiction in Ext.P16 as against the direction contained in Ext.P13 judgment. For these reasons, the writ petition fails.

3. At this juncture, learned counsel for the petitioner submitted that his client may be permitted to pay off the entire outstandigns in instalments. Having regard to the totality of the facts and circumstances, having heard counsel for parties and having regard to the amount involved, it is directed that if the petitioner pays off the entire amounts in four equal monthly instalments, payable on or before the 25th of every month commencing from April, 2007, the Port Trust will treat the outstandings as duly satisfied. It will, however, be open to the

Port Trust to proceed with recovery action if any of the instalments as aforesaid is defaulted.

The writ petition is disposed of with the above directions.

THOTTATHIL B.RADHAKRISHNAN
Judge

kkb.